

UNITED STATES DISTRICT COURT  
for the  
DISTRICT OF MASSACHUSETTS

BRIAN ROGERS,  
Plaintiff

V.

MORAN TOWING & TRANSPORTATION  
CO., INC.,  
Defendants

Civil Action

No. 04-11448-RCL

PLAINTIFF'S AUTOMATIC DISCLOSURE

Now comes the Plaintiff in the above-captioned matter, by and through counsel, submits  
his Local Rule 26(a)(1) Discovery Response as follows:

**26(a)(1)(A). Witness Information:**

- a. Brian Rogers  
52 Mason Avenue  
Portsmouth, RI
- b. Captain Kevin Denning  
935 Byford Boulevard  
Endwell, NY 13760  
Captain on the Tug James Turecamo
- c. James Mottola  
117 Krewson Terrace  
Willow Grove, PA 19090  
Mate on the Tug James Turecamo

- d. Joe Wargo  
2205 Clubhouse Road  
North Fort Myers, FL 33917  
Engineer on the Tug James Turecamo
- e. Wes Daggett  
47 Brooklyn Heights Road  
Thomaston, ME 04861  
Deckhand on the Tug James Turecamo
- f. Olympic Physical Therapy  
1139 Aquidneck Avenue  
Middletown, RI 02842  
Treating Facility/Physical Therapists
- g. Dr. Sumit Das  
Newport Hospital  
11 Friendship Street  
Newport, RI 02840  
Treating Physician
- h. Newport Hospital  
11 Friendship Street  
Newport, RI 02840  
Treating Facility/Physicians

**26(a)(1)(B). Document Information:**

- a. Medical records and bills from Olympic Physical Therapy;
- b. Medical records and bills from Dr. Sumit Das;
- c. Hospital records and bills from St. Vincent's Hospital;
- d. Hospital records and bills from Newport Hospital;
- e. Moran Accident Reports;
- f. Income tax returns of the Plaintiff;
- g. Earning records of the vessel.

In addition to the documents set forth above, the Plaintiff may introduce at trial any medical records of the providers set forth in his automatic disclosure, items (f) through (i). Upon presentation, Plaintiff will execute authorizations for the Defendant to acquire them or any other medical records, related to this matter.

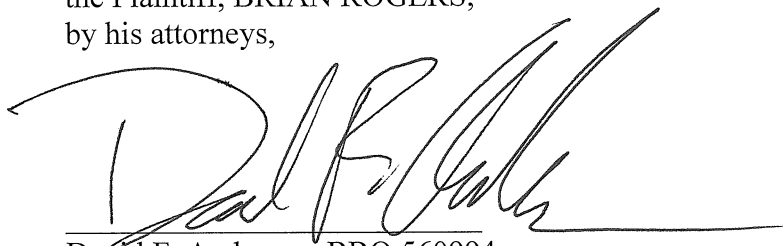
**26(a)(1)(C). Damage Information:**

Plaintiff claims that as a result of his injury he is permanently and totally disabled from his former occupation as a merchant seaman and accordingly has sustained a permanent loss of earning capacity which can be quantified by projecting the Plaintiff's earnings including benefits as a merchant seaman through his life expectancy taking into account progression up through the ranks and reducing this lost earning capacity to present value. From this figure is the Plaintiff's present earning capacity as hotel maintenance man is deducted. This residual earning capacity would be run out to Plaintiff's work life expectancy and also reduced to present value. The resulting figure would represent the Plaintiff's net lost earning capacity.

**26(a)(1)(D).**

Not applicable.

Respectfully submitted for the  
the Plaintiff, BRIAN ROGERS,  
by his attorneys,



David F. Anderson, BBO 560994  
Latti & Anderson LLP  
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Boston, MA 02109  
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Dated:

1/11/04.

CERTIFICATE OF SERVICE

I Hereby certify that a true copy of the foregoing document was served on the attorney of record for each party named in this action, by mail, postage prepaid on 1/11/04

